

PROFESSIONAL SERVICE AGREEMENT
PHYSICAL THERAPY, OCCUPATIONAL THERAPY, and SPEECH-LANGUAGE PATHOLOGY

This agreement is entered into at Tiffin, Ohio, by and between the **Tiffin City Schools ("TCS")** and **P.T. Services Rehabilitation, Inc. ("PTSR")**.

WHEREAS the parties desire to enter into this agreement to provide **Physical Therapy, Occupational Therapy, and Speech-Language Pathology Services** for designated individuals attending TCS, be it now so agreed:

1) Term: The term of this agreement shall commence on August 1, 2024, and shall remain in full force until July 31, 2027. This agreement may be terminated by either party upon thirty (30) days advance written notice of termination.

2) Services:

2.1 Services provided by PTSR for TCS will consist of evaluation of students for whom TCS has received a physician referral and parental consent, and the subsequent establishment and implementation of treatment programs. Frequency and length of service shall be determined separately for each individual. Reevaluation will be given as necessary and indicated. The therapist will be responsible for maintaining records of treatment procedures, programs established, IEP/IHP development, and any required written progress notes.

2.2 PTSR agrees that the therapists shall render services in an ethical and proper manner and shall be duly licensed to render such services in the State of Ohio. PTSR shall not assign therapists to TCS that are or have been suspended or debarred from providing such school-based services. It is mutually understood that all PTSR employees are fully qualified to perform any services required of them under this agreement and that, if any training is required, such further training will be provided by PTSR. TCS, in its sole discretion, may provide "in service" or other periodic training from time-to-time.

2.3 The services provided to TCS students are provided through a collaborative effort under the IEP model and the services are performed as directed by the IEP. It is mutually understood, therefore, that TCS inherently plays a role but TCS does not primarily or generally control: (a) how the work results of any PTSR employee are achieved, (b) the method or manner in which services are provided, (c) the specific details of the services provided, or (d) which PTSR employees are assigned to perform such services.

2.4 As required by law, PTSR agrees to grant to TCS, ODM, ODE or any authorized representatives, upon written request, access to this contract, and books, documents and records of PTSR which are necessary to verify the costs of services, in accordance with applicable laws and regulations.

2.5 Subject to the acknowledgements and agreements set forth in Section 3.5 and Section 8 of this agreement, TCS shall not provide any compensation or fringe benefit of any kind except when required by Ohio law, and shall not control what compensation, fringe benefits, or hours of work PTSR may choose to provide its employees. Subject to PTSR's restrictive covenant agreements with its employees, if any, TCS acknowledges that any PTSR employee who may perform services under this agreement is, so far as TCS is concerned, permitted to pursue other work for PTSR.

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3) Fee for Services:

3.1 PTSR shall provide licensed Therapists and Certified Therapy Assistants to meet all requirements under this exclusive staffing agreement. TCS shall reimburse PTSR the following rates per position and discipline (including Extended School Year hours):

	<u>2024-2025</u>	<u>2025-2027</u>
Physical Therapist	\$72.42 per hr.	\$73.42 per hr.
Physical Therapy Assistant	\$58.68 per hr.	\$59.68 per hr.
Occupational Therapist	\$75.59 per hr.	\$76.59 per hr.
Cert. Occupational Therapy Assistant	\$59.76 per hr.	\$60.76 per hr.
Speech/Language Pathologist	\$72.00 per hr.	\$73.00 per hr.

3.2 Billable time shall include evaluation, treatment, documentation, travel, and meeting/IEP time.

3.3 Travel time in-between schools shall be reimbursed at \$58 per hour.

3.4 TCS agrees to reimburse PTSR within thirty (30) days of receipt of any invoice submitted by PTSR for services delivered the previous month.

3.5 The compensation set forth in this Section 3 has been established with the understanding that each of the employees is an employee of PTSR and not an employee of TCS for purposes of Ohio law. TCS acknowledges that PTSR assumes no liability or responsibility, and that TCS will not seek to impose any liability or responsibility on PTSR, for the payment of any additional amounts that may be assessed against PTSR or its employees which result from a finding, should any occur, that such employees are employees of TCS under Ohio law, it being understood that TCS is the party under this agreement responsible for such payment should any be lawfully assessed. The above rates are presented with the understanding that P.T. Services Rehabilitation, Inc. is an independent contractor, and both Tiffin City Schools and P.T. Services Rehabilitation are not required to participate in the STRS benefit program.

- 4) Insurance: PTSR shall provide its own malpractice insurance in an amount sufficient to cover the services provided under this Agreement. It is agreed that PTSR shall be held harmless from acts of employees of TCS.
- 5) Facilities: TCS shall provide such therapist designated by PTSR, without any charge whatsoever, such floor space, including utilities and maintenance, in its facility as it shall reasonably determine to enable the PTSR therapist to perform services and responsibilities under this agreement.
- 6) Equipment: All therapy equipment and supplies presently available at TCS may be utilized by the designated therapist in the performance of responsibilities under this agreement. Specialized therapy equipment may be provided by PTSR. Unless determined to be necessary by the IEP, TCS shall have no obligation to purchase any equipment to facilitate the provision of services by any PTSR employee under this agreement.

- 7) Notices: Any notice or other communication required or desired to be given hereunder shall be deemed sufficiently given when delivered personally or mailed by first class certified

mail, return receipt requested and postage prepaid, given to or addressed as follows:

If to: Tiffin City Schools
244 South Monroe
Tiffin, OH 44883

If to: P. T. Services Rehabilitation, Inc.
P.O. Box 833
Tiffin, OH 44883

- 8) Non-Hire: TCS agrees that during the term of this Agreement and upon termination of this Agreement, whether by TCS or by PTSR and irrespective of the mode or cause of termination, TCS will not, for a period of twelve (12) calendar months from the date of such termination engage for hire or contract for services with any PTSR employee.
- 9) Governing Law: This agreement is made and may be performed in part in Ohio, and the various terms, provisions, covenants and agreements, and the performance thereof, shall be construed, enforced and determined under and with reference to the laws of the state of Ohio. If any one or more covenants, agreements, terms and provisions herein contained shall be held contrary to the policy of express law, or against public policy, or shall for any reason whatsoever be held invalid or unenforceable, then such covenants, agreements, terms and provisions shall be deemed separable from the remaining covenants, agreements, terms and provisions of this agreement and such holding shall in no way affect the validity or enforceability of any of the other covenants, agreements, terms and provisions hereof.
- 10) Non-Discrimination: Both TCS and PTSR shall not discriminate in the provision of services under their authority to eligible individuals and shall ensure nondiscrimination in employment, access to facilities, programs, and activities on the basis of race, color, creed, sex, age, disability, or national origin.
- 11) Miscellaneous: This agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof, and may not be modified, changed or amended except in writing signed by each of the parties hereto. This agreement may be signed in multiple counter-parts, each of which shall be deemed an original hereof. The captions of the several sections and subsections of this agreement are not a part of the context hereof, are inserted only for convenience in locating such sections and subsections, and shall be ignored in construing this agreement.
- 12) Confidential Information: In accordance with 45 CFR 164.504(e) (1), PTSR and its employees agree to comply with this policy by safeguarding and limiting access to information concerning the school-based services.

on the _____ day of _____, 2024.

P. T. SERVICES REHABILITATION, INC.:

TIFFIN CITY SCHOOLS:

BY:

BY:

DATE:

DATE: